## UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK

In re : Chapter 11 Case No.

LEHMAN BROTHERS HOLDINGS INC., et al., : 08-13555 (JMP)

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Debtors. : (Jointly Administered)

:

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#### NOTICE OF PARTIAL TRANSFER OF CLAIM PURSUANT TO FRBP RULE 3001(e)(2)

1. TO: Clariden Leu Ltd. ("Transferor")

**XLAP** 

Bahnhofstrasse 32

P.O. Box 8070 Zurich Switzerland

Telephone: +41 58 205 70 64

Fax: +41 58 205 71 75

2. Please take notice that the transfer of a portion of your claim against LEHMAN BROTHERS HOLDINGS INC., et al, Case No. 08-13555 (JMP) arising from and relating to Proof of Claim No. 55813 (attached as Exhibit A hereto), has been transferred to:

Barclays Bank PLC ("<u>Transferee</u>") 745 Seventh Avenue New York, NY 10019 Telephone: (212) 412-2865

Email: daniel.crowley@barclayscapital.com daniel.miranda@barclayscapital.com

An executed "Evidence of Transfer of Claim" is attached as  $\underline{\text{Exhibit B}}$  hereto. All distributions and notices regarding the transferred portion of the claim should be sent to the Transferee as provided in  $\underline{\text{Exhibit C}}$  hereto.

- 3. No action is required <u>if you do not object</u> to the transfer of your claim. However, **IF YOU**OBJECT TO THE TRANSFER OF YOUR CLAIM, WITHIN <u>20 DAYS</u> OF THE DATE OF THIS
  NOTICE, YOU MUST:
- -- FILE A WRITTEN OBJECTION TO THE TRANSFER with:

United States Bankruptcy Court Southern District of New York

Attn: Clerk of Court

## 08-13555-mg Doc 20403 Filed 09/29/11 Entered 09/29/11 15:36:26 Main Document Pg 2 of 19

Alexander Hamilton Custom House One Bowling Green New York, NY 10004-1408

-	SEND A COPY OF YOUR OBJECTION TO THE TRANSFEREE
<i>4</i> 2	Refer to INTERNAL CONTROL NO in your objection and any further correspondence related to this transfer.
TIME	If you file an objection, a hearing will be scheduled. IF YOUR OBJECTION IS NOT LY FILED, THE TRANSFEREE WILL BE SUBSTITUTED FOR THE TRANSFEROR ON RECORDS AS A CLAIMANT IN THIS PROCEEDING.
	CLERK
FOR C	CLERK'S OFFICE USE ONLY:
This no	otice was mailed to the first named party, by first class mail, postage prepaid on, 2009.
INTER	NAL CONTROL NO
Copy:	(check) Claims Agent Transferee Debtors' Attorney
	Deputy Clerk

### EXHIBIT A

[Proof of Claim]

United States Bankruptcy Court/Souther Lehman Brothers Holdings Claims Proces c/o Epiq Bankruptcy Solutions, LLC FDR Station, P.O. Box 5076 New York, NY 10150-5076	ising Center	LEHMAN SECU PROOF	RITIES PROGRAMS FOF CLAIM
In Re: Lehman Brothers Holdings Inc., et al., Debtors.	Chapter 11 Case No. 08-13555 (JMP) (Jointly Administered)	Lehman Brothers	ern District of New York Holdings Inc., Et Al. 15 (JMP) 0000055813
Note: This form may not be used to based on Lehman Programs Secur http://www.lehman-docket.com as	ities as listed on		
Name and address of Creditor: (and name Creditor)	and address where notices should be		Check this box to indicate that this aim amends a previously filed claim.
Clariden Leu Ltd		10,000	ourt Claim Number:(If known)
See Attached Rider		Fi	led on:
	mail Address:		
Name and address where payment should	be sent (if different from above)	ar re	Check this box if you are aware that lyone else has filed a proof of claim lating to your claim. Attach copy of atement giving particulars.
Telephone number: E	mail Address:		
<ol> <li>Provide the total amount of your clain Programs Securities as of September 15, 2 and whether such claim matured or becam dollars, using the exchange rate as applica you may attach a schedule with the claim</li> </ol>	2008, whether you owned the Lehmar ne fixed or liquidated before or after S able on September 15, 2008. If you ar amounts for each Lehman Programs	Programs Securities on September teptember 15, 2008. The claim amore filing this claim with respect to m	15, 2008 or acquired them thereafter, ount must be stated in United States ore than one Lehman Programs Security,
Amount of Claim: \$ See Attached Rider	(Required)		
<ul> <li>Check this box if the amount of clair</li> <li>Provide the International Securities I this claim with respect to more than one L which this claim relates.</li> </ul>	dentification Number (ISIN) for each	Lehman Programs Security to which	
International Securities Identification	Number (ISIN): See Attached Rider	(Required)	
<ol> <li>Provide the Clearstream Bank Blocking appropriate (each, a "Blocking Number") from your accountholder (i.e. the bank, br than one Lehman Programs Security, you relates.</li> </ol>	for each Lehman Programs Security oker or other entity that holds such se	for which you are filing a claim. Yourities on your behalf). If you are	ou must acquire a Blocking Number filing this claim with respect to more
Clearstream Bank Blocking Number, E number:	Curoclear Bank Electronic Instructi	on Reference Number and or oth	er depository blocking reference
See Attached Rider	(Requir	ed)	
<ol> <li>Provide the Clearstream Bank, Eurocle you are filing this claim. You must acqui accountholder (i.e. the bank, broker or oth numbers.</li> </ol>	ar Bank or other depository participal re the relevant Clearstream Bank, Eu	nt account number related to your L	rticipant account number from your
Accountholders Euroclear Bank, Clear See Attached Rider	stream Bank or Other Depository l (Require		
5. Consent to Euroclear Bank, Clearstr consent to, and are deemed to have author disclose your identity and holdings of Let reconciling claims and distributions.	eam Bank or Other Depository: Brized, Euroclear Bank, Clearstream B	y filing this claim, you ank or other depository to	OCT 2 9 2009
of the creditor or other number if different from any.	person authorized to file this claim as me the notice and dress above. Attach co	nd state address and telephone ppy of power of attorney, if	EPIO BANKRUPTCY SOLUTIONS, LLC
C ·	ntlefaim: Fine of up to \$500,000 or in	apprisonment for up to 5 years, or be	oth, 18 U.S.C. §§ 152 and 3571
Alvin Ong Assistant Vice P	Veronica L	oh	

Vice President

Assistant Vice President

#### RIDER TO PROOF OF CLAIM FILED ON BEHALF OF Clariden Leu Limited against LBHI (Lehman Programs Securities)

- 1. In accordance with the Order Pursuant to Section 502(b)(9) of the Bankruptcy Code and Bankruptcy Rule 3003(c)(3) Establishing the Deadline for Filing Proofs of Claim, Approving the Form and Manner of Notice Thereof and Approving the Proof of Claim Form [Docket 4271] dated July 2, 2009 and the Notice of Deadlines for Filing Proofs of Claim Based on Lehman Programs Securities dated July 27, 2009, Clariden Leu Limited ("CL") files this claim against Lehman Brothers Holdings, Inc. ("LBHI") based on the Lehman Programs Securities ("LPS", whether used in the singular or plural) contained in Schedule I. Schedule I lists the International Securities Identification Number, Depository Participant Account Number, and Depository Blocking Reference Number for each LPS related to this claim.
- 2. As the LPS are booked either in units or nominal amounts in the relevant depository systems, CL has provided the number of units or nominal amounts held for each LPS in Schedule I in lieu of claim amounts. CL reserves the right to amend this proof of claim at a later date to specify claim amounts in United States dollars.
- CL reserves the right to amend, modify or supplement this proof of claim in any manner, for any purpose and at any time.
- CL reserves the right to assert and file any and all additional claims of whatever kind or nature that it has or may hereinafter have against LBHI.
- CL reserves the right to set-off any claim set forth in this proof of claim against any claim that LBHI or the LBHI estate has or may assert against CL.
- CL reserves all rights it has or may have in the future against LBHI. This
  proof of claim is not intended as (a) a waiver or release of any rights of CL against LBHI (or

any of its affiliates) not asserted in this proof of claim, (b) a consent by CL to the jurisdiction of this Court with respect to the subject matter of the claims set forth herein or to this Court's hearing, determining or entering orders or judgments in any proceedings on this proof of claim, (c) a waiver of the right of CL to trial by jury in any proceedings so triable in these cases or any controversy or proceedings related to these cases or (d) an election of remedies.

- No judgment has been rendered on the claims set forth in this proof of claim.
- No payments on the claims set forth in this proof of claim have been made by the debtor.

9. All notices concerning this proof of claim should be sent to:

Clariden Leu Limited 1 Madison Avenue New York, NY 10010 Attn: Allen Gage Ph: (212) 538-9137

With a copy to:

Cravath, Swaine & Moore LLP Worldwide Plaza 825 Eighth Avenue New York, NY 10019 Attn: Richard Levin Ph: (212) 474-1135

# SCHEDULE I

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	2	Total Holdings at each (Sub-)Custodian	ngs at each istodian	Euro	Euroclear Bank. S.A.	.A.		SIX	SIX SIS AG	
	Denominational			E.,	lo. 126	85		Account	Account No. 20097519	
ISIN	Currency	Nominal	Units	Nominal	Units	Biocking No Nominal	- 1	Units	Blocking No.	
XS0176153350	EUR	20,000		20,000		9484553		,		
XS0335964648	EUR	295,000		295,000		9484554	ï	ı		1
XS0282978666	EUR	000'098	٠	860,000		9484555		1		,
XS0301813522	usn	2,650,000		2,650,000		9484556		1		,
XS0325369725	asn	1,473,000		1,473,000	,	9484557	,	1		,
XS0186883798	asn	195,000		195,000	,	9484558		,		- 1
XS0187966949	nsp	1,030,000		1,030,000		9484559				,
XS0204933997	OSD	1,970,000	·	1,970,000	,	9484560		1		
XS0250879763	nsp	30,000	,	30,000	,	9484561	1			4,
XS0266486025	usp	26,000	,	26,000	1	9484562		1		
XS0347732892	nsp	20,000	ř	50,000	1	9484563	10	,		.,1
XS0213899510	EUR	157,000	•	157,000		9484564			250	1
XS0258947745	EUR		302	1	241	9484565		61	CA92887	
ANN5214A8303 CHF	CHF		410		410	9484566		1	6	
XS0186243118	CHF	125,000		125,000		9484567		•		,
XS0267329307	당		750		715	9484568		35	CA92885	
CH0026915527	당	55,000	•	,			55,000		CH102721SUWA42-1016	016
CH0026985082	CHF	960,000	1	3	10		960,000	•	CH102721SUWA42-1017	017
CH0027120663	CHF	30,000	,			1	30,000	1	CH102721SUWA42-1018	018
CH0027120812	CHF	30,000	٠		ı		30,000		CH102721SUWA42-1019	019
CH0027120887	CHF	125,000		125,000	î	9484569		•		
CH0027120895	EUR	200,000		•	r		200,000	-	CH102721SUWA42-1021	021
XS0210433206	EUR	450,000		450,000		9484570	,	1		1
XS0210414750	GBP	160,000		160,000		9484571		,		
XS0224346592	EUR	10,000		10,000	1	9484572	٠	Ĭ		
XS0229269856	EUR	910,000		910,000	E	9484573	1	1		
XS0252834576	EUR	542,000	,	542,000	1	9484574		1		
XS0339537390	EUR	1,020,000		1,020,000	21	9484575				,
XS0337337710	CHF	42,000	*	42,000	1	9484576	٠			1
XS0234123650	CHF	255,000	100	255,000	E.	9484577	ŧ	i		
XS0336633150	CHF		20	-	ar.	-		20	CA93174	
XS0328064810	USD	30,000		30,000		9484578		,		
XS0128857413	EUR	19,000	ï	19,000	4	9484579	*	1		
ANN5214R1481 EUR	EUR		25		25	9484580		ı		ï

1 1 2	To a	Total Holdil	Total Holdings at each	Furo	Furoclear Bank S.A.	A		8	SIX SIS AG	
2	Denominational		2	Acc	Account No. 12685	85		Account	Account No. 20097519	
ISIN	Currency	Nominal	Units	Nominal	Units	Blocking No Nominal	Nominal	Units	Blocking No.	
XS0340735892	nsp	683,000	1	683,000	ä	9484581				
XS0223590612	CHF	170,000	,	170,000	ï	9484582		,		1
XS0262353831	EUR	160,000		160,000	r	9484583				1
XS0318527495	nsp	20,000	•	20,000		9484584		•		
ANN5214R2547 CHF	CHF		90		90	9484585	,			
XS0218304458	EUR	000'06		90,000	1	9484586		1		1
XS0269149497	EUR		170	-	170	9484587				1
ANN5214A1035	EUR	,	30		30	9484588		,		,
XS0183944643	EUR	100,000		100,000	1	9484589	1	•		•
XS0326006540	EUR	400,000		400,000		9484590	,			
XS0187967160	CHF	788,000		763,000	ı	9484591	25,000		CA92884	
XS0200265709	CHF	130,000	,	130,000	1	9484592				9
XS0226380334	CHF	80,000	1	80,000	-1	9484593		•		
XS0251180906	CHF	100,000	î	,	ı	÷	100,000		CA92886	3
XS0252835110	EUR	166,000		166,000	Ė	9484594				1
XS0319862818	CHF	200,000	•	200,000	,	9484595				•
XS0323493584	nsp	1,270,000	٠	1,270,000	,	9484596				1
XS0323535418	nsp	E	296		296	9484597	16	r		1
XS0325550472	CHF	80,000		80,000		9484598	1			1
XS0325550555	EUR	172,000		172,000	1	9484599				,
XS0329633829	CHF	15,000		15,000	*	9484600				1
CH0034774536	CHF	160,000	Ü	P	ť		160,000		CH102721SUWA42-10	2-10
XS0261032238	CHF		150		150	9484601	4			1
XS0324890440	CHF	40,000		40,000	1	9484602	-			1
XS0220326408	CHF	15,000		15,000		9484603		Ŧ		
XS0207361865	nsp		11	-	11	9484604				1
XS0251909478	CHF	,	06	,	06	9484605		•		1
XS0189294225	EUR	230,000		230,000		9484606		•		1
XS0200284247	EUR	20,000		20,000	0	9484607		,		1
CH0027120622	USD	200,000		Ē	r		200,000		CH102721SUWA42-10	2-10
XS0279493398	JPY		15,900	-	15,900	9484608	•	•		1
XS0215349357	EUR	795,000	•	795,000		9484609		•		1
XS0346007320	EUR	75,000		75,000	£	9484610				,
XS0287044969	EUR	3,000,000	•	3,000,000	E	9484611	9	E		1

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15	Total Holdings at each (Sub-)Custodlan	foldings at each b-)Custodian	Euro	Euroclear Bank. S.A.	.A.		SIX	SIX SIS AG	86
Denominational Currency	Nominal	Units	Nominal	Account No. 12685 Units BI	85 Blocking No Nominal	Nominal	Account Units	Account No. 20097519 Inits   Blocking No.	
EUR		1,000		1,000	9484612	3	,		,
nsp	950,000	1	950,000	1	9484613	ï			1
	1,350,000	٠	1,350,000	i	9484614				1
USD		121		121	9484615	1	•		
	50,000	1	90,000	1	9484616	4	,		ı
EUR	598,000	1	598,000		9484617	Î			ï
USD	150,000	1	150,000		9484618	Ē			ï
EUR	8,000	1	8,000		9484619	1	1		,
CHE	760,000	1		1		760,000		CA92888	
USD	700,000		700,000	,	9484620				
CHF	130,000	Ē	130,000	ı	9484621	•		- 2	- 1
EUR	200,000		700,000	,	9484622		,		1
EUR	3,150,000		3,150,000	t	9484623	,	1		ì
OSD	250,000	*	250,000	ď	9484624		*		
USD	250,000	•	250,000	1	9484625	•	•		
EUR	37,000	•	37,000	•	9484626	•	1		
EUR	200,000	•	200,000	Y	9484627	1	,		
EUR	45,000	**	10	Ē		45,000		CH102721SUWA42-1086	42-1086
nsp	1,000,000	t	1,000,000	1	9484628	•			1
OSN	200,000		200,000	,	9484629	,			
EUR	1,080,000		1,080,000	1	9484630	1			ï
EUR	50,000	20	50,000	ï	9484631	i			i.
OSD	200,000	•	200,000	1	9484632		,		1
usp	10,000,000		10,000,000	-	9484633		•		
usp	5,000,000		5,000,000	1	9484634				1
EUR	£	65	10	t	ı		65	CA93175	
USD	000'09		60,000		9484635		•		1
usp	25,000	•	25,000	-	9484636	4	,		,
EUR	10,000		10,000	*	9484637				ï
USD	74,000	*	74,000		9484638	10	10		Ė
nsp	100	300		300	9484639	(*)	1		
USD	1,000,000	•	1,000,000		9484640	•			,

GS ≡ntity: Clariden Leu Ltd. Nassau

			Total Holdings at each	gs at each			
			(Sub-)Custodian	stodian	Euro	Euroclear Bank S.A.	S.A.
	Denominational				Acc	Account No. 94285	585
ISIN	Currency	(Sub-)Custodian Nominal	Nominal	Units	Nominal	Units	Blocking No
XS0187966949	USD	CS Zurich	180,000	X.10	180,000		6047222
XS0186243118	CHF	CS Zurich	100,000	·	100,000		6047223
XS0267329307	CHF	CS Zurich		120		120	6047225
ANN5214A7560 EUR	EUR	CS Zurich		30		30	6047226

Name Of Entity:         Clariden Leu Ltd         Date:         20-Oct-09           ISIN         Currency         Account: 13442           XS0339537804         USD         Nominal         Blocking No.           XS0347732892         USD         30,000         6055754           XS0347768813         USD         30,000         6055756           XS0347768813         USD         800,000         6055757           XS0348919746         AUD         310,000         6055758           XS0325369725         USD         440,000         6055759           XS0321813522         USD         557,000         6055759		No. of Street, or other Persons	日本の日本の日本の日本の日本の日本の日本の日本の日本の日本の日本の日本の日本の日	Section of the section of
Currency         Account: 134           USD         100,000           USD         30,000           CHF         30,000           USD         800,000           AUD         310,000           USD         440,000           USD         557,000	Name Of E	intity:	Clariden Leu Ltd	
Currency         Account: 134           USD         100,000           USD         30,000           CHF         30,000           USD         800,000           AUD         310,000           USD         440,000           USD         557,000	1000日本公司の日	A STATE OF THE PARTY OF THE PAR	おきな はないない はいかい はいかい かいかい かいかい かいかい かいかい かい	THE PERSON NAMED IN
Currency         Account: 134           Nominal         100,000           USD         30,000           CHF         30,000           USD         800,000           AUD         310,000           USD         440,000           USD         557,000			Euroc	lear
USD         100,000           USD         30,000           CHF         30,000           USD         800,000           AUD         310,000           USD         440,000           USD         557,000	ISIN	Currency	Account	13442
USD 100,000 USD 30,000 CHF 30,000 USD 800,000 AUD 310,000 USD 440,000 USD 557,000			Nominal	Blocking No.
USD 30,000 CHF 30,000 USD 800,000 AUD 310,000 USD 440,000	XS0339537804		100,000	6055754
CHF 30,000 USD 800,000 AUD 310,000 USD 440,000 USD 557,000	XS0347732892		30,000	6055755
AUD 800,000 AUD 310,000 USD 440,000 USD 557,000	XS0186243118		30,000	6055756
AUD 310,000 USD 440,000 USD 557,000	XS0347768813		800,000	6055757
USD 440,000 USD 557,000	XS0348919746		310,000	6055758
000'299 asu	XS0325369725		440,000	6055759
	XS0301813522		000'299	6055760

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RECEIVED BY:

#### EXHIBIT B

[Executed Evidence of Transfer of Claim]

### AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM LEHMAN PROGRAM SECURITY

#### TO: THE DEBTOR AND THE BANKRUPTCY COURT

- For value received, the adequacy and sufficiency of which are hereby acknowledged, Clariden Leu Ltd. ("Seller") hereby unconditionally and irrevocably sells, transfers and assigns to Barclays Bank PLC (the "Purchaser"), and Purchaser hereby agrees to purchase, as of the date hereof, (a) an undivided interest, to the extent of the amounts specified in Schedule I attached hereto (the "Purchased Claim"), in Seller's right, title and interest in and to Proof of Claim Number 55813 attached hereto in Schedule 2, filed by or on behalf of Seller (the "Proof of Claim") against Lehman Brothers Holdings, Inc., as guarantor of the Purchased Security (as defined below) and as debtor in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court for the Southern District of New York (the "Court"), administered under Case No. 08-13555 (JMP) (the "Debtor"), (b) all rights and benefits of Seller relating to the Purchased Claim, including without limitation (i) any right to receive cash, securities, instruments, interest, damages, penalties, fees or other property, which may be paid or distributed with respect to the Purchased Claim or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any material way the Purchased Claim, whether under a plan of reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) any actions, claims (including, without limitation, "claims" as defined in Section 101(5) of Title 11 of the United States Code (the "Bankruptcy Code")), rights or lawsuits of any nature whatsoever, whether against the Debtor or any other party, arising out of or in connection with the Purchased Claim, (iii) any rights and benefits arising out of or in connection with any exhibit, attachment and/or supporting documentation relating to the Purchased Claim, and (iv) any and all of Seller's right, title and interest in, to and under the transfer agreements, if any, under which Seller or any prior seller acquired the rights and obligations underlying or constituting a part of the Purchased Claim, but only to the extent related to the Purchased Claim, (c) any and all proceeds of any of the foregoing (collectively, as described in clauses (a), (b), and (c), the "Iransferred Claims"), and (d) the security or securities (any such security, a "Purchased Security") relating to the Purchased Claim and specified in Schedule 1 attached hereto.
- Seller hereby represents and warrants to Purchaser that: (a) the Proof of Claim was duly and timely filed on or before 5:00 p.m. (prevailing Eastern Time) on November 2, 2009 in accordance with the Court's order setting the deadline for filing proofs of claim in respect of "Lehman Program Securities"; (b) the Proof of Claim relates to one or more securities expressly identified on the list designated "Lehman Programs Securities" available on http://www.lchman-docket.com as of July 17, 2009; (e) Seller owns and has good and marketable title to the Transferred Claims, free and clear of any and all liens, claims, set-off rights, security interests, participations, or encumbrances created or incurred by Seller or against Seller, or, alternatively, Seller is duly authorized to sell, transfer and assign the Transferred Claims by the owner of the Transferred Claims who has good and marketable title to the Transferred Claims, free and clear of any and all liens, claims, set-off rights, security interests, participations, or encumbrances created or incurred by such owner or against such owner, (d) Seller is duly authorized and empowered to execute and perform its obligations under this Agreement and Evidence of Transfer, (e) the Proof of Claim includes the Purchased Claim specified in Schedule 1 attached hereto; (f) neither Seller nor, if different from Seller, the owner of the Transferred Claims has engaged in any acts, conduct or omissions, or had any relationship with the Debtor or its affiliates, that will result in Purchaser receiving in respect of the Transferred Claims proportionately less payments or distributions or less favorable treatment than other unsecured creditors; and (g) no objection to the Transferred Claims has been received.
- 3. Seller hereby waives any objection to the transfer of the Transferred Claims to Purchaser on the books and records of the Debtor and the Court, and hereby waives to the fullest extent permitted by law any notice or right to receive notice of a hearing pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Seller by Purchaser for all purposes in the case, including, without limitation, for voting and distribution purposes with respect to the Transferred Claims. Purchaser agrees to file a notice of transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure 3001(e) including this Agreement and Evidence of Transfer of Claim. Seller acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Seller transferring to Purchaser the Transferred Claims, recognizing Purchaser as the sole owner and holder of the

Transferred Claims, and directing that all payments or distributions of money or property in respect of the Transferred Claim be delivered or made to Purchaser.

- 4. All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein. Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses which result from Seller's breach of its representations and warranties made herein.
- 5. Seller shall promptly (but in any event no later than three (3) business days) remit any payments, distributions or proceeds received by Seller in respect of the Transferred Claims to Purchaser. Seller has transferred, or shall transfer as soon as practicable after the date hereof, to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as Purchaser may designate in writing to Seller. This Agreement and Evidence of Transfer supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security.
- 6. Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to the Proof of Claim.
- 7. Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is executed on:

Date: September 14, 2011

Date: SEPTEMBER 14, 2011

CLARIDEN LEU LTD.

Name: Niklgus Boser

Title: Senior Vice President

By: Name: Christiaan Verburg Title: Senior Vice President

XLAP Bahnhofstrasse 32 P.O. Box 8070 Zurich Switzerland

Phone: +41 58 205 70 64 Fax: +41 58 205 71 75 Barclays Bank PLC

Name: Daniel Crowley Title: Managing Director

Barelays Bank PLC 745 Seventh Avenue New York, NY 10019 USA

Transferred Claims

Lehman Programs Securities to which Transfer Relates

	Description of Security	ISIN/CUSIP	Issuer	Guarantor	Currency	Principal/ Notional Amount
	(1/2 % min.) Bonus Coupon Notes: Lehman Brothers Treasury Bv:2004- 22.3.10 Variable Rate	XS0187967160	Lehman Brothers Treasury Co. BV	Lehman Brothers Holdings Inc.	CHE	338,000 (63,000+ 275,000)
ci	Euro Medium-Term Notes: Lehman Brothers Treasury Bv:2005-22.7.09 On SMI Index	XS0223590612	Lehman Brothers Treasury Co. BV	Lehman Brothers Holdings Inc.	CHF	170,000 (110,000+ 60,000)
ri ri	3. Opportunity Note: Lehman Brothers Treasury Bv.2005-30.11.10 (EXP.21.11.10) VRN on a Bskt of Shs	XS0234123650	Lehman Brothers Treasury Co. BV	Lehman Brothers Holdings Inc.	CHF	175,000 (100,000+ 75,000)
चर्	Opportunity Note: Lehman Brothers Treasury Bv.2006-12.5.11 (EXP.28.4.11) Variable Rate on a Bskt of 20 Shs	XS0251180906	Lehman Brothers Treasury Co. BV	Lehman Brothers Holdings Inc.	CHŁ	100,000

chedule 2

proof of Claim